

WORLDLINE RETAIL ENTERPRISE (UK) LIMITED - GENERAL CONDITIONS OF PURCHASE (May 2022)

Article 1 – DEFINITIONS - In these General Conditions of Purchase (herein the “GCP”), the following terms are defined as follows:

“Order” means both the written purchase order issued by Worldline (and any written specific conditions incorporated in such order) and (ii) these GCP.
“Worldline” means Worldline Retail Enterprise (UK) Limited.
“Party” means individually either Supplier or Worldline and collectively **“Parties”** means Supplier and Worldline.
“Supplier” means the legal entity selected by Worldline to deliver the Supply under the Order.
“Supply” means any goods, products, equipment, deliverables works or services, including any documentation necessary to understand and operate the Supply.

Article 2 – CONTRACTUAL DOCUMENTS - These GCP are incorporated in any Order placed by Worldline. These GCP shall take precedence over any general or special terms and conditions communicated by Supplier including (but not limited to) those referred to in any Supplier quotations, emails, invoices, delivery notes or similar transmitted media. Modifications and departures from these GCP will only apply if they have been agreed in writing between the Parties and they shall only be valid for the Order in question. Worldline has no liability in respect of performance by Supplier in reliance on a verbal Order or on a modification made verbally to any Order. For the purposes of these GCP the phrase “in writing” shall not be deemed to include email.

Article 3 – ACCEPTANCE OF THE ORDER – PERFORMANCE – NON EXCLUSIVITY - Supplier shall be deemed to have accepted all the terms of the Order, without limitation, if (i) Supplier does not object in writing within five (5) calendar days of receipt of the Order, or (ii) Supplier commences performance of such Order. Under any Order Supplier has the obligation to successfully achieve the expected result regarding delivery times, milestones, conformity of the Supply, performance and service levels, as detailed within the Order or as otherwise agreed between the Parties. The Order does not confer any exclusivity in favour of Supplier. Worldline shall no obligation to place any further Order(s) with the Supplier. Worldline reserves the right to stop ordering further Supply from the Supplier at any time; Supplier acknowledges Worldline’s right to do so and expressly waives any claims for compensation in this respect.

Article 4 - MODIFICATIONS OF THE SUPPLY - Worldline may request Supplier to make modifications to the Supply. Supplier shall promptly, but not later than seven (7) calendar days of such request, inform Worldline of the consequences of the requested modifications on the planning and the costs and more generally of any other effect the implementation of said modifications would have on the Order. Said modifications may only be implemented if confirmed in writing by Worldline. If the Parties do not agree on the terms and/or the implementation of such modifications, the Order may, at Worldline’s sole discretion, either be implemented by the Supplier according to the initially agreed conditions or terminated without compensation.

Article 5 – SUPPLIER OBLIGATIONS – Supplier acknowledges and agrees that its performance in relation to any Supply will be to the highest level of care, skill and diligence expected in accordance with best practice in the Supplier’s industry, profession or trade and shall ensure that all deliverables, goods, and materials in the Supply are of the best quality and are free from defects in workmanship, installation and design. The Supplier shall co-operate with Worldline in all matters relating to the Supply, comply with Worldline’s reasonable instructions and shall maintain complete and accurate records of time expended and materials used in relation to the Supply.

Article 6 - DELIVERY – LIQUIDATED DAMAGES - All deliveries of goods, products, equipment etc shall be made DDP, Dalgety Bay, U.K. (as defined per ICC Incoterms 2020), to the agreed address and dates as set forth in the Order. Compliance with the delivery dates and milestones is an essential condition of the Order. Whenever a delay is foreseeable, Supplier must inform Worldline immediately in writing of the extent of and reasons for such delay. Any delay in delivery shall at Worldline’s sole discretion (and without notice) incur the application of liquidated damages at least equal to 0.5% of the total Order amount per day of delay. Supplier agrees that these liquidated damages may, at Worldline’s sole discretion, be either invoiced to Supplier or deducted from any sums owed to Supplier. Supplier agrees that such liquidated damages are reasonable and proportionate to protect Worldline’s legitimate interest in timely delivery or performance of the Supply and shall not affect Worldline’s right to claim other damages from Supplier and/or to cancel the Order immediately without notice.

Article 7 - ACCEPTANCE OF THE SUPPLY - 7.1 - Acceptance of the Supply shall occur after verification by Worldline that it conforms to the Order. Worldline shall have twenty (20) calendar days to either accept or reject the Supply. As part of the delivery, Supplier shall also provide Worldline all information and documents relating to the safety and use of the Supply. Delivery of, and/or payment for, the Supply by Worldline shall not constitute acceptance. 7.2 - If the Supply (i) fails to conform to the Order and/or operate to Worldline’s reasonable expectations for Supply within ninety (90) calendar days from the delivery date, or (ii) is rejected by Worldline during the initial twenty (20) day period due to any non-compliance with the Order, then the Supply shall be kept available at the point of delivery, at Supplier’s risk and expense, and unless Worldline directs otherwise in writing, the Supply shall, be promptly repaired, rectified or replaced by the Supplier within five (5) calendar days, at Supplier’s risk and expense.

Article 8 - TRANSFER OF OWNERSHIP AND RISKS - The transfer of ownership shall occur upon acceptance of the Supply delivered to Worldline in accordance with Article 7 above; nevertheless, with respect to services (including, for example, software development or research and development works) ownership of the Supply shall pass to Worldline upon completion. The Parties agree that no reservation of title shall apply. Risks shall also be transferred upon delivery of the Supply, except in the event of rejection as per Article 7.

Article 9 – PRICES - Prices shall be fixed as per the Order and not subject to further revision except where a decrease in Supplier’s price list affects all or part of an Order, in which case the applicable price(s) shall be revised by Supplier in writing for Worldline’s immediate benefit. The applicable currency for invoicing and payment will be UK Pounds Sterling (GBP£) unless otherwise specified in the Order. Prices shall include all costs associated with the Supply including, but not limited to, those incurred in the manufacturing, packing, loading, transportation and unloading of the Supply and in the recovery and processing of the packing materials and in the collection and treatment of the wastes originating from the Supply. Prices for services will also include any applicable expenses. Prices are understood as being inclusive of all taxes (excluding VAT), duties and levies applicable under the Order. Unless otherwise agreed with Worldline, Supplier shall bear all costs relating to customs duties, taxes, and fees payable by the Supplier.

Article 10 - INVOICING AND PAYMENT TERMS - Invoices shall be issued to Worldline in duplicate by Supplier following Worldline’s acceptance of the Supply (as per Article 7 above) and to the address stated on the Order, quoting the Order number and relevant references. Provided that the Supply has been duly performed or and its conformity recognised by Worldline, and unless otherwise stipulated in the Order or agreed in writing with Worldline, the invoice shall be paid within thirty (30) calendar days from Worldline’s receipt of the relevant invoice, by bank transfer to the account specified on the Order. Payment of the invoice does not affect Worldline’s right to dispute any other invoiced charge. In case of delay in payment by Worldline due under any undisputed invoice(s), Supplier is entitled to late payment interest accruing at two percent (2%) per annum above the current Bank of England base rate.

Article 11 – WARRANTIES - 11.1 – Supplier warrants that it has full right of disposal over the Supply. Supplier further warrants that the Supply conforms to the specifications stated in the Order and any associated documentation. Supplier warrants that any software supplied or licensed by Supplier under an Order (“Software”) is not based in whole or in part on open source or free software which would oblige Worldline to comply with any restriction or limitation on use, integration and/or distribution of the Software or any derivative work thereof, which is not expressly set forth in the Order. 11.2 – In addition to all applicable statutory warranties, Supplier shall warrant, for a minimum period of twenty four (24) months from the acceptance of the Supply delivered that said Supply is in conformity with the specifications and is free of all defects in material and/or workmanship, and of all faults or latent defects. Supplier shall, at Worldline’s choice, (i) carry out, at its expense and as quickly as possible but within not more than seven (7) business days, the replacement or repair necessary to obtain or maintain the Supply’s characteristics/specifications and/or performance or (ii) reimburse the price paid for this Supply and the expenses incurred by Worldline due to the failure of the Supply. Supplier shall bear all costs of any replacement and repair of the Supply, including (but not limited to) field engineer expenses, decommissioning costs and any costs for parts and labour. Any replacement or repair of the Supply under warranty shall give rise to a new warranty for the remainder of the initial warranty period or six (6) months, whichever is longer, from the date of acceptance of the repaired or replaced Supply by Worldline.

Article 12 – QUALITY – TRACEABILITY – END OF LIFE - 12.1 – Subject to a three (3) calendar day notice in advance to Supplier, Worldline or Worldline’s representative shall be entitled to carry out quality controls at the Supplier’s or the Supplier’s subcontractor’s production sites before or during the performance of the Order. The quality control carried out by Worldline shall not reduce Supplier’s liability under the Order and shall not affect Worldline’s right to refuse all or part of the Supply on delivery. Supplier shall keep written records relating to the transactions and Supplies covered by any Order, during five (5) years from such Order date. Such records shall be auditable by Worldline at any time during such period. 12.2 – Supplier undertakes, upon the request of Worldline, to communicate all information which will enable it to identify the origin, place and date of manufacture of the Supply, in addition to the serial or batch numbers, if required. Supplier agrees to provide Worldline with all information considered as necessary with regard to export and import control regulations (for example, if applicable, U.S Export Control Classification Numbers). 12.3 – Supplier shall provide a six (6) month written notice to Worldline prior to any discontinuance of a Supply identified in any Order. Worldline shall be offered the possibility to place last buy Orders during such timeframe, for a delivery to occur maximum six (6) months after such time frame. Unless otherwise specified in the Order, Supplier shall (i) maintain and keep available for supply all the

spare parts necessary for the correct operation of the Supply for a minimum period of three (3) years from the date of delivery of the Supply, and (ii) ensure that maintenance services, including for Software, shall remain available for twenty four (24) months after any discontinuance of the Supply.

Article 13 - LIABILITY AND INSURANCE - 13.1 – Supplier shall be liable for and shall indemnify any and all Worldline harmless from and against all direct, special, indirect, incidental and consequential damages of any nature whatsoever caused to Worldline or to third parties by Supplier and/or Supplier’s subcontractors as a result of the Supply and/or performance of or failure to perform whole or part of the Order, and/or of the use, supply or distribution of the Supply. 13.2 – Unless otherwise specified in the Order, Supplier and Supplier’s subcontractors must have taken out, at their own expense and must maintain during the term of any Order, all necessary and/or requested insurance policies from a reputable insurer. Supplier shall provide Worldline, at Worldline’s request, with evidence of such insurance from its insurers, certifying the existence, conformity, duration and renewal of the policies. 13.3 – In no event shall Worldline’s liability under any Order exceed in the aggregate the amount paid by Worldline under such Order, notwithstanding any default by Worldline, the cause of actions and/or the number of claims.

Article 14 – TRANSFER AND SUBCONTRACTING - Supplier is not entitled to transfer or subcontract the Order to third parties, even in part, without the prior written consent of Worldline. Worldline may, at its discretion, transfer or assign the Order to any third party. Unless the context states otherwise, references under these GCP to a Supplier’s subcontractor are to a subcontractor approved for Supplier’s use by Worldline under this Article 14.

Article 15 – TERMINATION - 15.1 – Worldline may immediately terminate the Order in the event of material breach or non-performance by the Supplier, provided that if such breach or non-performance is capable of remedy Worldline shall have first given the Supplier a prior written notice providing a period of fifteen (15) calendar days to remedy the breach. In the event of termination of the Order by Worldline, all payments already made in relation to an unperformed or undelivered portion of the Supply shall be immediately refunded to Worldline by Supplier. 15.2 – Unless otherwise prohibited by law, Worldline may terminate the Order as of right without notice in the event of liquidation or bankruptcy of Supplier, or in the event of the latter’s being put into receivership or being subject to a change of Control (as such term is defined in s1124 of the Corporation Tax Act 2010). 15.3 – Worldline shall be entitled at its discretion to terminate any Order at any time without further consideration. In such a case, compensation shall be awarded to Supplier amounting to no more than the total costs specifically incurred in connection with the Order by Supplier at the time of termination for the then already delivered Supply, less any part payments already made, it being understood that such costs shall in no event be more than the price to be charged for such Supply under the Order. For Supply in the form of goods, products, equipment or other deliverables, Worldline shall then be the owner of any such Supply and all other materials and deliverables relating to the Order.

Article 16 - INTELLECTUAL PROPERTY RIGHTS - INFRINGEMENT - 16.1 – Where Supplier furnishes software and/or other products not specifically created for Worldline as the Supply (or a part thereof), Supplier will retain the rights to any intellectual property rights (including without limitation, patents, copyrights, trademarks, design or model rights, know how or database rights) (herein “IPR”) in such products and/or software and grants to Worldline and its affiliates and parent companies, for themselves (and for distributors or end-users, as necessary), a perpetual, fully paid up, transferable, sub-licensable, worldwide, irrevocable and non-exclusive right to (i) use or integrate said Software or product in any other product or system including into any required third party system, and (ii) distribute said Software or product either on a stand-alone basis or as integrated in a specific product or system. The consideration with respect to this right is included in the price for the Supply. 16.2 - The Parties agree that the financial considerations in any given Order include the transfer to Worldline of any IPR of any Supply developed during the course of the performance of the Order for Worldline, in particular the plans, studies, works and documents prepared, created and developed by Supplier for Worldline within the frame of the performance of the Order (“Developed IPR”), without any need to stipulate this on the Order. Consequently, Supplier transfers or agrees to assign and transfer to Worldline, on an exclusive and permanent global basis, all rights of use, reproduction, representation, modification, marketing and utilization of the Developed IPR and for the duration of legal protection of such Developed IPR. This transfer of ownership shall occur upon acceptance by Worldline of the Developed IPR with retroactive effect at the time such Developed IPR was created or developed. In such a case Worldline shall also have the free right to use, for itself and its affiliates and parent companies, any other Supplier intellectual property rights (“Background IPR”), if and to the extent required in order to exploit such Developed IPR. Supplier shall obtain from its employees or subcontractor(s) involved in the development of the Developed IPR the assignment of all their IPR in the Developed IPR so as to perfect Worldline’s rights in respect thereto. 16.3 – Supplier undertakes to defend, indemnify and hold harmless Worldline, its customers, officers, directors, employees, successors and assigns from and against any third-party claims, suits or proceedings based on the infringement or alleged infringement of any patent or copyright or any other intellectual or industrial property rights arising out of the use, sale or distribution of the Supply (herein a “Claim”) and all related costs, expenses and damages, including without limitation, legal expenses incurred for such Claim. Worldline shall give Supplier written notice if it becomes aware of a Claim and shall cooperate with Supplier at Supplier’s sole expense. Supplier shall assume full control in the defence and/or settlement (at its own expense) of any such Claim through counsel of its own choosing upon Worldline’s notification under this Article 16.3, although Worldline shall have the right to participate in the defence thereof and to employ its own counsel, at its own expense. In case the infringement is confirmed by a court within an applicable jurisdiction, or in the event the Supplier desires to mitigate the impact thereof, then in addition to its indemnification obligations set forth in this Article 16, Supplier shall at its sole discretion either replace at its own expense the infringing Supply with non-infringing Supply complying with the agreed specifications, or alternatively obtain the right for Worldline, its affiliates, customers, licensees, agents and distributors the right to use or continue using such Supply. If Worldline determines that none of the above alternatives are reasonably available then it may, at its sole option, immediately cancel or terminate the Order and obtain a refund of the price of the Supply without prejudice to Supplier’s liability and indemnification obligation hereunder.

Article 17 – APPLICABLE REGULATIONS - ENVIRONMENTAL – 17.1 - Supplier shall comply with: (i) all applicable laws and regulations, and (ii) the Worldline Code of Ethics and the principles set out therein with respect to the performance of the Order, in particular with reference to non-discrimination of employees, combating bribery, protection of international human rights, health and safety, prohibition of child labour, forced labour or any form of slavery or human trafficking and environmental responsibility. Supplier recognizes that violation of Worldline’s Code of Ethics and Business Conduct will be considered as a material breach of the Order. 17.2 - Supplier shall comply with all laws, rules, provisions and codes of practice applicable to the Supply (including but not limited to export and import control regulations and The Modern Slavery Act 2015) in order to ensure that the said Supply may be legally bought, sold, transported, used and (if applicable) distributed by Worldline. Supplier is responsible for complying with industry standards and regulations regarding environmental care. Upon Worldline’s request, Supplier shall provide product information for end of life treatment as defined in The Waste Electrical and Electronic Equipment (WEEE) Regulations 2013 (“WEEE”). Supplier is also responsible for compliance with any applicable regulations which restrict the use of certain substances, including, without limitation, the following (as may be amended, superseded or replaced from time to time): (i) The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012 (implementing the RoHS 2 Directive), (ii) the European REACH Regulation (1907/2006 - Annex XVII) and (iii) Control of Substances Hazardous to Health Regulations, and any other laws and regulations which are applicable to the Supply. In addition, Supplier is responsible for complying with additional environmental or quality control standards as designated by any specific agreements between Supplier and Worldline. Supplier shall also ensure that Supplier’s subcontractors comply with the same. Supplier will comply with Worldline’s instructions to: (i) collect any waste in relation to the Supply, at Worldline’s premises for Supply purchased for Worldline’s own use or alternatively at Worldline customer site(s) (if reasonably required); and (ii) irretrievably destroy such waste, or in the absence of such instruction(s) otherwise treat such wastes according to applicable law (including WEEE). Supplier warrants, represents and covenants that it will not recycle, resell, repurpose or reuse any waste collected from Worldline in any way, unless otherwise agreed with Worldline.

Article 18 – CONFIDENTIALITY - All documents or information disclosed by Worldline to Supplier or to which Supplier has access to within or in relation to the frame of the Order shall be treated as strictly confidential and shall not be disclosed to any third party by Supplier. Supplier undertakes to observe this obligation of confidentiality and to ensure that its personnel and Supplier’s subcontractors are subject to similar obligations of confidentiality. Unless otherwise specified in the Order or separately agreed in writing between the Parties (i) this obligation of confidentiality shall expire five (5) years after the date of delivery of the Supply, and (ii) upon expiration of the confidentiality obligation Supplier undertakes to return any documents or information to Worldline after having destroyed any copies made.

Article 19 - REFERENCE TO WORLDLINE’S BRANDS AND TRADE NAMES - Supplier shall not be entitled to refer to or use the company name(s), branding or trademarks of Worldline or the Worldline Group, for any purpose whatsoever, without the prior express written consent of Worldline.

Article 20 - APPLICABLE LAW - THESE GCP AND/OR ANY ORDER, AND ANY DISPUTES, CLAIMS, ACTIONS AND PROCEEDINGS ARISING IN RELATION THERETO SHALL BE GOVERNED BY ENGLISH LAW. THE PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND AND WALES.